REMARKS

Reconsideration and allowance of the above-identified patent application are respectfully requested. Claims 1-29 remain pending, wherein claims 1, 12, 16, and 25 have been amended.[1]

The Office Action rejected all of the independent claims (1, 12, 16, and 25) under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent No. 5,937,331 to Kalluri et al. ("*Kalluri*") in view of U.S. Patent No. 6,151,709 to Winkel ("*Winkel*"), and further in view of U.S. Patent No. 5,802,592 to Chess et al. ("*Chess*"). The remaining dependent claims were rejected either as allegedly being unpatentable over *Kalluri*, *Winkel*, and *Chess* and/or further in view of U.S. Patent No 5,903,732 to Reed et al. ("*Reed*") or U.S. Patent No. 6,260,078 to Fowlow ("*Fowlow*").[2] Applicants respectfully traverse these grounds of rejection.

Applicants' invention, as claimed for example in the various independent claims, relates to restoring corrupted program instructions at a client system by checking the validity of the program instructions to determine whether the program instructions include a corrupted block or portion so as to render the corrupted block or portion unreadable as intended. Upon or after determining that there is a corrupted block or portion of the program instructions, the client system automatically connects to or requests replacement program instructions for the corrupted block or portion from a server system. The client then receives the replacement program instructions from the server system and replaces the corrupted program instructions with the replacement program instructions received form the server system.[3]

Applicants respectfully submit that the combination of *Kalluri*, *Winkel*, *Chess*, *Reed* and/or *Fowlow* does not render independent claims 1, 12, 16, and 25 unpatentable for at least the reason that the combination does not disclose or suggest all of the elements of these independent claims. For example, the combination of *Kalluri*, *Winkel*, *Chess*, *Reed* and/or *Fowlow* does not disclose or suggest that upon or after determining that there is a corrupted block or portion of the

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[1] Support for the claim amendments can be found throughout the Specification, including p. 4, ll. 9-13.

[2] Although the prior art status of the cited art is not being challenged at this time, Applicants reserve the right to do so in the future. Accordingly, any arguments made herein should not be construed as acquiescing to any prior art status or asserted teachings of the cited art.

[3] In order to establish a *prima facie* case of obviousness, "the prior art reference (or references when combined) must teach or suggest all the claim limitations." MPEP § 2143 (emphasis added). During examination, the pending claims are given their broadest reasonable interpretation, i.e., they are interpreted as broadly as their terms reasonably allow, consistent with the specification. MPEP §§ 2111 & 2111.01. In addition, MPEP § 2141.02 states that the cited references must be considered as a whole, including those sections that "teach away" from the claimed invention. (Citation omitted).

program instructions: the client system automatically connects to or requests replacement program instructions for the corrupted block or portion from the server system; receives replacement program instructions from the server system; and replaces the corrupted program instructions with the replacement program instructions received from the server system.

Kalluri discloses a protocol and system for transmitting triggers from a remote network and for controlling interactive program content at a broadcast station. Although *Kalluri* provides a redundancy mechanism for recovery from non-received or corrupted trigger commands, *Kalluri* does not disclose or suggest that upon or after determining that there is a corrupted trigger command, automatically connecting to or requesting from a server the redundant trigger commands. In fact, as previously noted, *Kalluri* simply discloses that based on the protocol used to transmit the trigger control commands from the remote network, the broadcast station periodically receives redundant or repeated trigger commands without connecting to or requesting such redundancy from the remote network. Further, *Kalluri* discloses that a primary way for determining the corruption of a trigger command is by receiving the redundant trigger command before the original one; and thus before the determination that the trigger command is corrupt. (*See e.g.*, Col. 6, ll. 39-49, Col. 9, ll. 11-38).

Because *Kalluri* receives the redundancy *without* connecting to or requesting such redundancy from a server, and because the *redundancy is received regardless of any determination that the original trigger commands were corrupt, Kalluri* cannot possibly disclose or suggest Applicants' independent claims. In fact, Applicants respectfully submit that *Kalluri* "teaches away" from Applicants' independent claims, which recite that *upon or after determining* there is a corrupted block or portion of program instructions, automatically *connecting to or requesting* replacement program instructions for the corrupted block or portion from a server system, receiving replacement program instructions for the corrupted block or portion from the server system, and replacing the corrupted program instructions with the replacement program instructions received from the server system.

Recognizing some of the deficiencies of *Kalluri*, the Office Action cites *Winkel*. *Winkel* discloses processes and apparatuses for uploading instruction to a computer. More specifically, *Winkel* is directed towards allowing a client developer or technical support user to remotely diagnose and repair a server computer system and software. *Winkel*, however, does not disclose or suggest that upon or after determining there is a corrupted block or portion of program

instructions, *automatically* connecting to or requesting replacement program instructions for the corrupted block or portion *from a server system*. In fact, *Winkel* states, e.g., in col. 6, l. 26, to col. 8, l. 57, that in order to diagnose or fix a problem *with the server*, that a system administrator of the server upon encountering a problem contacts a client computer to request diagnostics of the server system. The client computer, who may be the developer of or technical support person for the server application, then re-initiates execution of the server application, logs into the server to establish a network connection, and then uploads packets of data that may include replacement code for the server application.

Because *Winkel* requires user interaction to manually connect to and/or request diagnosis of a server application, *Winkel* cannot possibly disclose or suggest that upon or after determining there is a corrupted block or portion of program instructions, *automatically* connecting to or requesting replacement program instructions for the corrupted block or portion from a server system, as recited, *inter alia*, in Applicants' independent claims. In fact, because *Winkel* clearly requires system administrators and technical support users to initiate the interaction between the client and server devices, *Winkel* also "teaches away" from Applicants' claimed invention (not to mention the fact that any replacement code in *Winkel* is uploaded from a client to a server that is corrupted—not received by from a server for a client application that is corrupted). Accordingly, the combination of *Kalluri* and *Winkel* does not render Applicants' independent claims unpatentable.

Recognizing some of the deficiencies of *Kalluri* and *Winkel*, the Office Action cites *Chess*. *Chess* discloses a system and method for protecting the integrity of alterable ROM using digital signatures. The Office Action relies on *Chess* as allegedly disclosing replacing an actual program if it is corrupted to correct instructions.[4] Although *Chess* discloses that the alterable ROM can be corrected in the event that it becomes corrupted, *Chess* does not disclose or suggest that upon or after such determination it automatically connects to or requests replacement program instructions from a server. Instead, as previously noted, *Chess* simply discloses that a *user* may manually examine and optionally replace the contents of the alterable ROM without any mention of automatically connecting to or requesting the replacement of the corrupted

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[4] Applicants respectfully submit that the Office Action's motivation for combining *Kalluri*, *Winkel*, and *Chess* is insufficient. Accordingly, Applicants reserve the right to this and other arguments in the future, and any amendments and/or arguments made herein should not be construed as relinquishing any other arguments regarding the deficiencies within the cited art.

contents from a server. (*See e.g.,* col. 3, ll. 3-16). Accordingly, *Chess* cannot possibly rectify the above-identified deficiencies of *Kalluri* and *Winkel* with regard to independent claims 1, 12, 16, and 25; and therefore the combination of *Kalluri, Winkel,* and *Chess* does not disclose or suggest all of the features of these claims.

Recognizing some of the deficiencies of *Kalluri, Winkel,* and *Chess,* the Office Action cites *Reed* and/or *Fowlow. Reed* discloses a trusted gateway agent for web server programs. *Fowlow* discloses using a distributed object system for downloading java-based applications. As previously mentioned, the Office Action relies on both *Reed* and *Fowlow* as allegedly disclosing features within various dependent claims. Taken either individually or as a whole, however, the combination of *Reed* and *Fowlow* does not rectify the above-identified deficiencies of *Kalluri, Winkel,* and *Chess* with regard to independent claims 1, 12, 16, and 25. As such, the combination of *Kalluri, Winkel, Chess, Reed,* and *Fowlow* does not disclose or suggest all of the features of these claims.
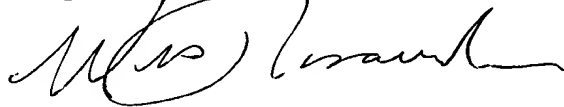
Based on at least the foregoing reasons, therefore, Applicants respectfully submit that the cited prior art fails to make obvious Applicants' invention, as claimed for example, in independent claims 1, 12, 16, and 25. Applicants note for the record that the remarks above render the remaining rejections of record for the independent and dependent claims moot, and thus addressing individual rejections or assertion with respect to the teachings of the cited art is unnecessary at the present time, but may be undertaken in the future if necessary or desirable, and Applicants reserve the right to do so.

All objections and rejections having been addressed, it is respectfully submitted that the present application is in condition for allowance, and notice to this effect is earnestly solicited. Should any question arise in connection with this application or should the Examiner believe that a telephone conference with the undersigned would be helpful in resolving any remaining issues pertaining to this application, the undersigned respectfully requests that he be contacted at +1.801.533.9800.

Dated this 14th day of October, 2005.

Respectfully submitted,

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